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may be at the time the complaint is made." *State v. Sanner*, 81 Ohio St. 393, 90 N. E. 1007, 26 L. R. A. N. S. 1093, held that under this amendment it was not necessary to allege in the indictment that defendant was a resident of the state. The decision in the principal case is based almost entirely upon the holding in *State v. Sanner, supra*. In the report of that case in the L. R. A. (*supra*), there is the following note:—"A search has disclosed no other cases upon the criminal responsibility of one who fails to support his wife or children, as affected by the fact that he was a non-resident of the state during the time laid in the indictment." There are decisions, however, to the effect that the *county* where the child is located has jurisdiction of the offence, although the accused has never been in said county. *Bennefield v. State*, 80 Ga. 107, 4 S. E. 869; *Johnson v. People*, 66 Ill. App. 103. Physical presence within the jurisdiction is not indispensable to the commission of a crime. *Burton v. United States*, 202 U. S. 344; *Lindsey v. State*, 38 Ohio St. 507; 12 Cyc. 237. It is therefore submitted that the decision in the principal case would have been right, even in the absence of the statutory amendment mentioned above. On the question of jurisdiction in cases of wife-abandonment, see 10 MICH. L. REV. 647.

**SALES—DAMAGES FOR DELAY IN DELIVERY NOT WAIVED BY ACCEPTANCE OF THE GOODS.**—In an action for the contract price of an engine the defendant counterclaimed for damages due to failure to deliver it within the agreed time. He alleged knowledge of the plaintiff that the engine was for a specific use and that failure to deliver it on time would tie up the defendant's business. The plaintiff demurred; and was sustained by the trial court. *Held*, that acceptance of the engine did not of itself waive the right to damages resulting from the delay in delivery. *Carson-Muse Lumber Co. v. Fairbanks, Morse, and Co.* (Ky. 1913) 152 S. W. 256.

The buyer may even request delivery in such cases, without waiving the breach. *Buick Motor Co. v. Reid Mfg. Co.*, 150 Mich. 118. Acceptance is not necessarily a waiver. *Perry Tie Co. v. Reynolds*, 100 Va. 264; *Berger v. Henry Huber Co.*, 100 N. Y. Supp. 1029; *Fairbanks, Morse & Co. v. Wills*, 159 Ill. App. 241; WILLISTON, SALES, § 487; and notes 54 L. R. A. 718; 7 L. R. A. (N. S.) 1114. And this is true even when circumstances do not compel the buyer to accept the goods in order to escape further damage to his business. *Redland Orange Growers' Assoc. v. Gorman*, 161 Mo. 203. Acceptance alone is not evidence of a waiver (*semble*) *Johnson v. Glass Co.*, 74 Kan. 762, but is *some* evidence. *Hansen v. Kirtley*, 11 Ia. 565. It is *prima facie* evidence, though rebuttable. *Murmann v. Wissler*, 116 Mo. App. 397; *Merrimack Mfg. Co. v. Quintard*, 107 Mass. 127. *Contra*, that acceptance is a waiver, *Fraser v. Ross*, 1 Penn. (Del.) 348; unless a reservation of the right to damages is made at the time, *Minneapolis Threshing Machinery Co. v. Hutchins*, 65 Minn. 89. It does not appear in the last two cases how necessary the goods were to the buyer when they did arrive. A stipulation that acceptance shall waive the right to damages resulting from delay is valid and binding. *Victor Chemical Works v. Hill Clutch Co.*, 152 Fed. 393, 81 C. C. A. 519.